

STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

Division of Aging and Adult Services

REQUEST FOR PROPOSALS

2005-1

for

**Specialized Training for
Direct Service Workers**

Date Issued:

January 3, 2005

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Specialized Training for Direct Service Workers

2005-1

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SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is as follows:

The purpose of this RFP is to solicit proposals from qualified entities to provide under contract with DHS a specialized training program for persons with disabilities and persons who are aging (age 60 or older) to prepare them to work as Direct Service Workers (DSWs) in Pulaski County. Direct Service Workers are defined as those persons who provide guidance and support to people with disabilities or people who are elderly who need assistance in maintaining their self-sufficiency. Depending on the abilities of the individual being supported, the DSW may provide assistance ranging from personal care, transportation, light housekeeping, running errands, and advocacy, to social and recreational assistance or employment support.

DSWs provide support to a wide range of individuals:

- ◆ Adults and children with disabilities or chronic illness
- ◆ Adults and children with developmental disabilities
- ◆ Elderly people
- ◆ Families who need assistance in supporting a family member

DSWs are found in many different settings and are identified by different job titles, such as Personal Care Assistant or Direct Care Workers.

1.2 Background

A national crisis exists in meeting consumers' needs for quality DSW personal services. The cause of the crisis is complex; jobs are under compensated, benefits are poor or absent, training is often inadequate and little opportunity for career advancement exists. Stress is created by staff shortages with the result that existing workers must work harder and faster, giving less individual attention to the persons they care for. The supply of workers must be broadened in order to remediate one of the factors contributing to the crisis. People with disabilities and older persons are a viable and often overlooked source from which to recruit DSWs. Although they are traditionally viewed as those in need of personal care services rather than those capable of providing these services, they are in fact a valuable, untapped resource.

1.3 Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with over 7,500 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of Aging and Adult Services is one of fifteen Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and the Department.

The Division of Aging and Adult Services is the focal point for all matters concerning older Arkansans; serves as an effective and visible advocate for older individuals; gives citizens a choice of how and where they receive long term care services; plans, coordinates, funds and evaluates programs for older Americans.

Appendix E contains the organization chart for DHS.

Appendix F contains the organization for this Division.

Scope of Service The Scope of Service sets forth the functions and tasks to be performed by the successful respondent and will be included as part of the final contract. Respondents shall prepare proposals that clearly and succinctly state how they propose to meet or exceed these requirements if selected as the contractor.

The overall goals of the project are to increase the number of DSWs who are persons with disabilities or who are ages 60 or over and to improve the retention of those persons (trained using this curriculum) in the workforce. The successful respondent will develop or adapt existing training curriculum, employ qualified trainers for the specialized curriculum, accept referrals from and work cooperatively with a variety of referral sources, deliver the training, track the results of training regarding employment and retention of trainees, refer persons who have completed the training to the back-up pool of DSW trainees and report monthly progress to DAAS.

1.4.1 Curriculum Development

The successful respondent must develop a new curriculum or adapt an existing curriculum that will meet the training needs of the targeted groups (persons with disabilities and persons age 60 or over) as well as facilitate the retention of those persons trained. The curriculum must, at a minimum:

- Meet the current Medicaid requirements relating to the training. (These regulations may be found in the Personal Care Provider Manual, Section II at www.medicaid.ar.state.us).
- Be designed so that the training may be delivered in a group or one-on-one setting, according to the needs of the individual being trained.
- Be written so that it includes techniques that reflect the basic principles of adult learning.
- Include a screening tool or process that will measure individuals'
 - Potential to successfully complete the training.
 - Aptitude to enter the workforce as a DSW
- Incorporate hands on, realistic training situations
- Contain pass/fail criteria
- Be produced in an electronic, Microsoft readable, reproducible format acceptable to DAAS

The proposal shall clearly describe how the curriculum will be developed, what resources will be utilized and how the curriculum will incorporate innovative methods to train persons with disabilities and persons who are aging. The proposal shall also describe how techniques of adult learning methods would be incorporated into all teaching materials and methods. If the respondent proposes to modify an existing curriculum, the existing curriculum must be included as an attachment (hard copy and electronic) to the proposal.

1.4.2 Trainer Qualifications

The successful respondent must utilize trainers who meet the current Medicaid requirements regarding qualifications of trainers. These requirements may be found in the Personal Care Provider Manual, Section II at www.medicaid.ar.state.us. The respondent's proposal shall demonstrate its knowledge and experience with these requirements.

1.4.3 Referrals

The successful respondent must accept referrals for training from a variety of sources and demonstrate a willingness to work cooperatively with those sources.

1.4.4 Training

The successful respondent must deliver specialized training to at least 10 persons per month, beginning according to the timelines contained in 1.4.8. The training must be conducted in a location in Pulaski county that is accessible and easily reached on public transportation. The training must be designed so that it may be presented in a group or one-to-one setting and must be conducted according to the specialized curriculum described above. The training may contain a follow-along/support component which might include support to both the trainee and her supervisor when problems arise, "refresher courses", or other types of support to either the trainee or employers. . If this component is proposed, a thorough explanation must be included in the proposal as to:

- How a determination would be made as to who would be offered the follow-along
- The types of support activities to be offered
- The procedures, including time frames (duration) for the support activities,
- The desired outcomes

The proposal shall clearly state the manner in which the training would be offered, including both group and one-to one settings. If follow-along is to be offered, the proposal shall specify the circumstances that would necessitate follow-along and the procedures and timeframes for the service.

1.4.5 Philosophy

Because the success of training is so often contingent upon the values, beliefs and principles of those conducting the training, the successful proposal must clearly state a framework which supports training methodologies and employment of trainers who recognize and understand differences in cultures, personalities and abilities of persons being trained. The proposal must reflect a philosophy, an approach to training and a belief system which supports and facilitates success on the part of those persons with disabilities and elderly who are being trained.

1.4.5 Tracking Outcomes

The successful respondent must track the results of training regarding employment and retention of the trainees. The respondent must develop and maintain a database of those persons successfully completing the training. The respondent shall survey past trainees at least quarterly,

using a survey tool developed by the respondent and approved by DAAS. The survey shall contain at a minimum, questions designed to determine whether the trainee is still employed, current level of job satisfaction, reasons for leaving employment if applicable, additional training needs, pay range and benefits.

The proposal must clearly state how the respondent proposes to meet the tracking requirements. The proposal shall also state how the data will be provided to DAAS, as well as how any modifications of the curriculum or training techniques will be made if outcomes are unsuccessful.

1.4.6 Back Up Pool

DAAS will create a back-up pool of trained DSWs, including older and people with disabilities, that individual consumers and personal care service providers may call when regular staff are unavailable. The back-up pool will be designed to help meet a real need for individuals and provider agencies that frequently do not have back-up staff when a regular staff person is unable to report for work. Additionally, the premise is that once a provider agency or an individual uses one of the trained DSWs from the pool they will be more willing to hire them full time. The proposal shall state how procedures will be developed and followed regarding referral to and support of the pool. The successful respondent must refer successful trainees to the back up pool of DSWs.

- **1.4.7 Reporting**

The contractor shall submit reports with formats and content specified by DAAS, to DAAS including quarterly and final reports as well as any special reports requested by DAAS. The agency shall request any special report in writing with a negotiated time frame for response. The contractor will participate in monthly telephone conferences or meetings with the agency to provide updates regarding progress of work according to the Performance Indicators.

The respondents shall provide in their proposals a detailed description of the methodology they will use to provide the following required reports:

Quarterly report (electronic) delivered to DAAS no later than the fourth workday of the following quarter that includes information regarding each Performance Indicator.

Final Annual report (electronic) delivered to DAAS by July 10 and containing a final cumulative final report of all items required in the Quarterly report.

1.4.8 Time Frames

The proposal must state how the following time frames shall be met:

Completion of curriculum	By end of third month of contract (July '05)
Initiation of training	By beginning of fourth month of contact (August '05)
Development of trainee survey	By end of third month of contract
Initiation of trainee surveys	By two weeks after completion of training sessions
Conference calls	Monthly
Reporting	Quarterly, Final

1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of April 30, 2005 through July 31, 2005.

The contract may be extended for up to 6 additional years, contingent upon approval by the Division, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

SECTION 2

RFP SCHEDULE OF EVENTS

2.1 RFP Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFP issued	January 3, 2005
Due date for letters of intent to propose	January 10, 2005
Due date for written questions	January 14, 2005
Due date for answers to questions	January 21, 2005
Closing date and time for receipt of proposals	Feb 3, 2005 12:00 p.m.
Date for opening of proposals	Feb 3, 2005 1:00 p.m.
Due date for best and final submission, if required	February 10, 2005
Oral presentations, if required	February 14, 2005
Completion of proposal evaluation and contract selection	February 16, 2005
Intent to Award letter mailed	February 18, 2005
Contract start (Subject to State approval)	April 30, 2005

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Aging and Adult Services (hereinafter referred to as the Division)

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Cindy Young, Program Manager
Division of Aging and Adult Services
PO Box 1437, Slot S530
Little Rock AR 72203
cindy.young@arkansas.gov
Phone 501-682-8231 Fax 501-682-8155

3.1.1 Letter of Intent to Propose

Respondents that intend to submit a proposal in response to this RFP should submit a letter of intent to the Issuing Officer identified in RFP section **3.1**. The Issuing Officer must receive the letter of intent no later than the date indicated in **Section 2.1**. The Issuing Officer will accept a copy of the letter of intent sent by FAX or e-mail, but the respondent shall also ensure the Issuing Officer receives the original signed letter within three days of the FAX or e-mail. It remains the respondent's responsibility to guarantee receipt of the Letter of Intent by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents.

The Issuing Officer will post on the Internet at <http://www.state.ar.us/dhs/NewDHS/DHSrfps.html> any subsequent information related to this RFP, including answers to questions and any amendments to the RFP.

3.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by close of business on the date specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Section 2.1, for all written questions received by the due date, post written responses on the Internet at <http://www.state.ar.us/dhs/NewDHS/DHSrfps.html>.

Respondents shall rely only on these written responses posted on the official website as the official answers to questions related to this RFP.

3.3 Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

A complete proposal shall contain an original plus four copies plus 4 diskette versions in a Microsoft readable format of the **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal. The Technical Proposal shall not contain cost or price information for any part of the project. The entire proposal will be disqualified from further consideration if the respondent fails to meet these requirements. Section 4** provides content requirements for the **Technical** and **Cost Proposals**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

3.4 Proposal Preparation Costs

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

3.5 Opening of Proposals

The Division will publicly open proposals that meet the mandatory requirements on the date identified in **Section 2.1**. Only the Technical Proposals will be opened at that time. Cost Proposals will be opened separately by the Issuing Officer. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the Division. However, the Division reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

3.7 Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

3.8 Disposition of Proposals

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the respondent to be confidential under Arkansas law, the respondent must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, the Department shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of DHS, there is no valid justification for the claim of confidentiality, the respondent will be notified prior to the release of the information in order to allow the respondent the opportunity to pursue any desired legal remedies.

3.9 Incorporation into the Contract

Appropriate portions of the successful proposal may be incorporated into the resulting contract and shall be a public record subject to disclosure under the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 through §25-19-107.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

3.10 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

3.11 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.12 Independent Price Determination

Respondent's Cost Proposal (price) shall be arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall include a statement in the proposal that the price was arrived at independently without collusion, consultation, communication, or agreement. Should a conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

3.13 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3.14 RFP Amendments

The Division reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be posted on the Internet.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

3.15 Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Division, signed by the respondent.

The Division will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date unless such changes were requested by the Division.

3.16 Respondent's Contact Person

Respondent will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

3.17 Awarding of Contract

The Division may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

3.18 Notification

Upon completion of the proposal evaluations, DHS will send to all respondents whose proposals were evaluated a notice of final selection. The notice will be sent by certified mail.

3.19 Rules of Procurement

Any actual or prospective respondent, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the State Procurement Director within fourteen calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. §19-11-246(c)(1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the contractor. This decision will be final and conclusive.

3.20 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection

is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.21 Resource Information

DAAS will not provide a documentation library relevant to this RFP. The DHS website provides useful information about DHS, DAAS and its mission, programs and initiatives. The website may be found at www.state.ar.us/dhs and <http://www.ar.gov/dhs/aging>. The State does not warrant that the information on the web site is complete, accurate or current.

The State shall not be liable for the accuracy or completeness of any information or date contained in this RFP, appendices, or the web site.

3.22 Best and Final Proposal

During the technical proposal evaluation phase, DAAS may request best and final offer(s) from one or more respondents when it is in the best interest of the State to do so. The decision to request best and final offer(s) is solely at DAAS's discretion.

3.23 Oral Presentations

During the technical proposal evaluation phase, DAAS may request oral presentation(s) from one or more respondents when it is in the best interest of the State to do so. The decision to request oral presentations is solely at DAAS's discretion. If the State requires presentations, the person designated in the respondents' proposal as the Project Director shall make the presentation. The respondent is responsible for all costs associated with oral presentations and the State shall not pay for or reimburse these costs.

3.24 Proposal Bond

Each proposal shall be accompanied by a Proposal Bond, in the form of a cashier's check, certified check, or surety bond payable to DHS in the amount of \$5000.00. If the successful respondent fails to execute a contract within 30 days after notification of award of contract, the proposal bond will be forfeited to the State. The Proposal Bond shall be returned to the non-selected respondents upon execution of a legal contract and to the selected respondent upon execution of the contract and upon submittal of the Performance Bond, if required

3.25 Performance Bond

The contractor shall furnish a Performance Bond or other form of surety acceptable to DHS in the amount of \$30,000 payable to DHS within fourteen (14) calendar days after the letter of intent to award the contract is received. The form of bond required to secure the performance shall be the standard form of performance bond such as is usually and customarily written and issued by surety companies licenses and authorized to do business in Arkansas or another form of surety acceptable to the Division. The Performance Bond must be approved by DHS before the award is made. If a respondent fails to deliver the required Performance Bond, his proposal shall be rejected and the Proposal Bond shall be enforced. Any further action on the award of the contract or the procurement shall be made solely at the discretion of DHS and in compliance with State purchasing laws.

In the event of a breach of contract on the part of the contractor, DHS may assess reasonable charges against the respondent's Performance Bond. After notification of default, procedures for collection against the contractor's Bond may be instituted for the amount of damages incurred. Actions against this Bond are in addition to any other remedies specified in other portions of this RFP.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and 4 copies** responsive to the terms of the RFP. In addition, the respondent shall include a diskette in Microsoft readable format with the original and each copy of the proposal. The proposal shall be received by the Division by the date and time identified in Section 2.1. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelope or package must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

A complete proposal shall contain a **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal. The Technical Proposal shall not contain cost or price information for any part of the project. The entire proposal will be disqualified from further consideration if the respondent fails to meet these requirements.** RFP Section 4.2 provides content requirements for the **Technical Proposal**. RFP Section 4.3 provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

Proposals may be hand delivered to:

Cindy Young
Division of Aging and Adult Services
700 Main Street, Room 5211
Little Rock, AR 72201

OR mailed to:

Cindy Young
PO Box 1437 Mail Slot S530
Little Rock AR 72203

4.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section**

1.4 (Scope of Service), **Attachment A** (Terms and Conditions), and **Attachment C** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Respondent's Background, Experience, and Qualifications
6. Technical Approach and Solutions to Scope of Service.
7. Executive Summary
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure
11. Proposal Bond

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

RESPONDENTS SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP.

4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent.

4.2.2 Table of Contents

The Table of Contents shall itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

4.2.3 Statement of Acknowledgement

The Statement of Acknowledgement (**Attachment B**) must be signed by an individual authorized to legally bind the respondent. The Statement of Acknowledgement contains the following components:

- Name, address, phone number, FAX number, and tax identification number of the respondent;
- Indication if the respondent is a state government, local government, for profit agency, or not for profit agency;
- Indication if the respondent is a minority vendor (Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander);
- Indication if the respondent is a corporation, partnership, sole proprietor, or individual;
- Names and titles of the individual authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
- Indication if the organization has previously contracted with DHS;
- Statement by the respondent indicating that neither the respondent’s principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud;
- Statement indicating whether or not the organization intends to offer services through a subcontractor (if “Yes”, additional information is required);
- Statement certifying that the completed proposal includes an original, a CD or a diskette, and the required number of copies of the proposal in the required format and containing all required information;
- Statement that neither cost nor pricing data are included in the Technical Proposal;
- Statement certifying that the respondent has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
- For respondents other than individuals, statement certifying that the respondent is an Arkansas Corporation, Limited Liability Corporation, or Professional Association. (Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)
- Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions;
- Statement authorizing DHS or its agents to verify the financial information requested in the RFP;
- Statement certifying that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a response;
- Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
- Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the respondent or, if no amendments have been received, a statement to that effect;
- If services are to be provided by subcontractors, a statement of the exact amount of work

to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price. THE RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.

- If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor's willingness to perform the work indicated;
 - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;

If the respondent believes their proposal contains confidential information or information that would provide an unfair advantage to competitors, the information, justification, and page number and section number must be listed as an attachment to the Statement of Acknowledgement.

If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.25 Technical Approach and Solutions to Scope of Service

The proposal must specify the respondent's plan for meeting the objectives of the contract. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the **Section 1.4** (Scope of Service), and **Attachment C** (Performance Based Contracting). See **Section 5.2** for the specific criteria to be considered for this RFP.

4.2.6 Respondent's Background, Experience, and Qualifications

4.2.6.1 Background

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;

- Number of full time equivalent (FTE) employees engaged in similar contracts

4.2.6.2 Experience

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees;

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

4.2.6.3 Qualifications

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers)

4.2.7 Executive Summary

The executive summary shall condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It shall summarize the respondent's technical approach and the enhancements proposed for DHS.

The executive summary shall include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory

requirements if the respondent fails to include the cross-reference.

The executive summary shall not exceed three pages. The RFP cross-reference pages are not included in this number.

4.2.8 Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

4.2.9 Project Management

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

4.2.10 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three year for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor's reports

4.2.11 Proposal Bond

The respondent shall provide a proposal bond in the amount specified in **Section 3.24** in the form of a surety bond or other form of assurance acceptable to the Division made payable to the Department of Human Services.

4.3 Cost Proposal Requirements

Cost Proposal MUST be submitted under separate cover from the Technical Proposal. Any reference to cost included within the Technical Proposal will result in respondent's proposal being rejected.

The Cost Proposal shall contain the items identified below.

4.3.1 Independent Price Determination

The Cost Proposal shall contain a statement of independent price determination as described in **Section 3.12**.

4.3.2 Price Warranty

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations, or challenges related to this may render the proposal void.

4.3.3 Price

The proposed price shall include the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. The price included in the proposal will be the price for the life of the contract resulting from this RFP including the initial period and additional years if that is an option.

Services provided under this contract will be reimbursed based on the following method: Monthly scheduled payments based on an approved budget as presented on the cost proposal contained in the successful response to the RFP. Acceptable costs shall be limited to those items directly related to the provision of services under this contract.

Contractor will not receive any other payment.

4.3.4 IRS Form W-9

The respondent shall submit a completed and signed IRS Form W-9.

4.3.5 Vendor Number

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

www.accessarkansas.org/dfa/purchasing

4.4 Mandatory Requirements

Following the public opening of proposals, DAAS shall begin the evaluation process by examining the proposals using the Mandatory Requirements Checklist that follows.

The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In the mandatory requirements evaluation phase, each proposal shall be evaluated as either “pass” or “fail.” Only those proposals which pass phase 1 shall be forwarded for phase 2 evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the bid may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to reject any and all proposals.

MANDATORY REQUIREMENTS

EVALUATION PHASE 1 MANDATORY REQUIREMENTS CHECKLIST

Respondent: _____
Subcontractor(s) Proposed (yes or no) _____
Name of Reviewer: _____
Date of Review: _____

1. Proposal received no later than 12:00 pm, Feb. 3, 2005, CST (RFP Section 2.1)	Pass _____	Fail _____
2. Receipt of original and 4 copies of the entire proposal plus 4 diskette versions in a Microsoft readable format (RFP 4.1)	Pass _____	Fail _____
3. Technical and business proposals submitted together but sealed separately (4.1)	Pass _____	Fail _____
4. Technical proposal follows required format (4.2)	Pass _____	Fail _____
5. Technical proposal contains letters of recommendation for respondent and subcontractor(s) (4.2.6.2)	Pass _____	Fail _____
6. Neither cost nor pricing information is included in any part of the technical proposal (4.1)	Pass _____	Fail _____

Provide brief explanation of any failed item(s):

Send proposal for Phase 2 evaluation: Yes _____ No _____

SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

5.1.1 Evaluation of Mandatory Requirements

The first phase is a preliminary phase to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Failure to comply with any mandatory requirement may result in rejection of the proposal. DHS does, however, reserve the right to waive minor irregularities. Only those proposals that pass phase 1 shall be forwarded for phase 2 evaluation.

5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals by a team of at least three qualified members appointed by the Division. Each team member shall use standardized evaluation tools and forms to review each Technical Proposal and arrive at a technical score. Points will be awarded on a comparative evaluation as indicated below. The Division reserves the right to request clarifications during the second phase.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division. The State reserves the right to reject any and all proposals.

5.1.3 Evaluation of the Cost Proposals

The third phase is an evaluation of, and awarding of points for, the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 4.3**;
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

The number of points awarded to each Cost Proposal will be determined by the following mathematical formula:

$$\frac{\text{Lowest proposed cost for evaluation}}{\text{Proposed cost for evaluation being evaluated}} \times \text{X maximum cost points} = \text{SCORE of Cost Proposal being evaluated}$$

5.1.4 Ranking Proposals

In the fourth phase, for each proposal, the points for the Technical Proposal are added to the points for the Cost Proposal. The proposals are ranked from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under "Criteria". The maximum points possible for each criterion are indicated in the column entitled "POSSIBLE POINTS".

CRITERIA	POSSIBLE POINTS
Experience and qualifications of provider	200
Project Plan, Scope of Work	400
Project Staffing and Management	200
Corporate Qualifications and Credentials	200
SUBTOTAL POINTS FOR TECHNICAL	
Respondent's Cost Proposal for performance of work requested. The lowest computed price proposal will be awarded maximum value. The value of other proposals will be awarded on a basis proportionate to the lowest cost proposal	
POINTS FOR COST	
Total Possible Points	1000

5.3 Proposal Award Process

The contract will be awarded to the respondent that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

The format for the professional services contract, as prescribed by Arkansas law, can be found in **Attachment D**.

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT

GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

Payments will be made after services performed based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____

***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

****Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by DHS in an amount sufficient to match billing before the contractor will be reimbursed for services.

For contracts for which the donor is a state agency, it is understood that, in accordance with Arkansas Statutes Annotated 13.339 (E), such donations are subject to availability of appropriated funds which may lawfully be used for this purpose.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable DHS policy.

Term of the Contract

This contract may be extended until		, in accordance with the terms stated
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in the procurement, by written mutual agreement of both parties and subject to approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

DHS may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed

upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,

- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-

11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information".

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefor.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

Audit Requirement:

Contractor shall comply with the DHS audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Chief Counsel Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements

awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that DHS requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing DHS to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowance's assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent. It is understood by both parties that the curriculum created under this agreement and its derivative works are copyrightable materials owned by DAAS.

Additionally, neither through use or customization shall ownership interest in the curriculum accrue to the contractor or its subcontractors.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive

devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Criminal History Check/Central Registry Check

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____

(name of contractor contact person or such other name or address as
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

(address)

Attention: _____
(name of DHS contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

I hereby certify that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Signature

Date

Printed or Typed Name and Title of Certifying Official

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment

- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Signature

Date

Printed or Typed Name and Title of Certifying Official

Attachment B
STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION: _____

ADDRESS: _____

PHONE: () _____

FAX #: () _____

TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER: _____

INDICATE IF THE ORGANIZATION IS AN IN-STATE OR OUT-OF-STATE ENTITY: _____

In-State ☐

Out-of-State ☐

☐☐☐☐☐☐☐☐☐

MINORITY VENDDR

STATE AG"CY

LOCAL GOV'T

FOR PROFIT

NON-PROFIT

CORPORATION

INDIVIDUAL

PARTNERSHIP

SOLE PROPRIETOR

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME: _____

TITLE: _____

PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME: _____

TITLE: _____

CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME: _____

ADDRESS: _____

OFFICIAL TITLE: _____

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement.

YES ☐ NO ☐

Have you previously been a provider for the Department of Human Services?

YES ☐ NO ☐

Have you been terminated from a DHS program or convicted of Medicare / Medicaid fraud?

YES ☐ NO ☐

Do you intend to offer any services through a subcontractor?

YES ☐ NO ☐

- If so, indicate in the space provided the percentages of work that will be done by the primary contractor and the subcontractors?

- If so, have you attached the required statements from the subcontractors?

YES ☐ NO ☐

Have you included the original and copies of the proposal, in the required format and number?

YES ☐ NO ☐

Have you refrained from including pricing information in the Technical Proposal?

YES ☐ NO ☐

Have you read and understood, and do you agree to comply with, the requirements of the RFP?

YES ☐ NO ☐

Do you certify that you do not and will not discriminate in employment practices?

YES ☐ NO ☐

Does the person signing certify that he/she is authorized to make decisions for the organization relevant to this RFP?

YES ☐ NO ☐

Do you authorize DHS to verify financial information requested by the RFP?

YES ☐ NO ☐

Do you certify that no attempt has been made to persuade others to or not to submit proposals?

YES ☐ NO ☐

Do you commit to adhering to an established accounting systems and financial controls?

YES ☐ NO ☐

Have you received any amendments to this RFP? YES ☐ NO ☐ If "YES", how many?

CERTIFICATION

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate.

SIGNATURE BY OFFICER OF ORGANIZATION
Authorized to Contractually Obligate

TITLE

DATE

Attachment C
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

PROGRAM DELIVERABLE I

The contractor will develop or adapt an existing specialized curriculum to train persons with disabilities and persons who are aging to work as Direct Service Workers by the 3rd month of the contract.

Performance Indicator 1: *The contractor will obtain and review existing DSW curriculums.*

Acceptable Performance: The contractor will provide a written summary of the review, to include impressions and recommendations by the 2nd month of the contract.

Performance Indicator 2: *The contractor will include all Title XIX requirements regarding DSW training in the developed curriculum.*

Acceptable Performance: 100% compliance with the Performance Indicator and evidenced in the curriculum.

Performance Indicator 3: *The contractor will include techniques that reflect the principles of adult learning in the curriculum.*

Acceptable Performance: 100% compliance with the Performance Indicator and evidenced in the curriculum.

Performance Indicator 4: *The contractor will design the curriculum so that it may be utilized in a group or a one-to one setting.*

Acceptable Performance: The contractor will evaluate all individuals to determine if they are best suited for group or individual training.

Performance Indicator 5: *The contractor will design the curriculum so that it includes a screening tool.*

Acceptable Performance: The contractor will design the screening tool so that it will measure individuals' potential to successfully complete the training as well as their aptitude to enter the workforce as a DSW.

Performance Indicator 6: *The contractor will design the curriculum so that it incorporates hands on, realistic training situations.*

Acceptable Performance: 100% compliance with the Performance and evidenced in the curriculum.

Performance Indicator 7: *The contractor will design the curriculum so that it contains pass/fail criteria.*

Acceptable Performance: 100% compliance with the Performance and evidenced in the curriculum.

Performance Indicator 8: *The contractor will produce the curriculum in an electronic, Microsoft readable, reproducible format.*

Acceptable Performance: 100% compliance with the Performance and evidenced in the curriculum.

PROGRAM DELIVERABLE II

The contractor will comply with the current Medicaid requirements regarding qualifications of trainers.

Performance Indicator 1: *The contractor will hire only those trainers who meet Medicaid requirements.*

Acceptable Performance: The contractor will produce upon request by DAAS or Medicaid the qualifications of any and all persons conducting training.

PROGRAM DELIVERABLE III

The contractor will accept referrals from a variety of sources, including DAAS and demonstrate a willingness to work cooperatively with those sources.

Performance Indicator 1: *The contractor will maintain records of all referrals, the source of referral and the status (accepted/not accepted) of that referral.*

Acceptable Performance: The contractor will include this referral information in all required reports.

PROGRAM DELIVERABLE IV

The contractor will deliver specialized training to persons with disabilities and persons who are age 60 and over.

Performance Indicator 1: *The contractor will deliver training to at least 10 persons per month beginning the 4th month of the contract.*

Acceptable Performance: The contractor will train, to the greatest degree possible, an equal number of persons in both categories (aging and disability).

Acceptable Performance: The contractor will maintain and submit to DAAS in required reports, records regarding all persons trained, including demographic data regarding age and disability.

Performance Indicator 2: *The contractor will conduct training in an accessible location in Pulaski County, acceptable to DAAS.*

Acceptable Performance: The contractor will maintain documentation of the locations of all trainings held.

PROGRAM DELIVERABLE V

The contractor will track outcomes in a time and manner acceptable to DAAS.

Performance Indicator 1: *The contractor will assist with the training evaluation by follow up with trainees.*

Acceptable Performance: The contractor will develop and maintain a database of persons successfully completing the training.

Acceptable Performance: The contractor will develop a survey for trainees to include information to determine whether or not the trainee is employed, current level of job satisfaction, reasons for leaving if applicable, additional training needs, pay range and benefits, and effectiveness of the backup pool.

Acceptable Performance: The contractor will survey trainees at least quarterly.

Acceptable Performance: The contractor will submit the survey findings to the DAAS contract administrator within 2 weeks of completion of the survey process.

PROGRAM DELIVERABLE VI

The contractor will participate in development and maintenance of the back up pool of workers maintained by the DAAS contract administrator or her designee.

Performance Indicator 1: *The contractor will refer successful trainees to the back up pool.*

Acceptable Performance: The contractor will maintain evidence (e-mails or letters to the backup pool manager) of referrals made.

PROGRAM DELIVERABLE VII

The contractor will communicate regularly and effectively with DAAS regarding project progress and outcomes.

Performance Indicator 1: *The contractor will submit quarterly and final reports to DAAS, as well as any other reports requested by DAAS.*

Acceptable Performance: The contractor will submit reports no later than the fourth workday of the following quarter that includes information regarding each Performance Indicator.

Acceptable Performance: The contractor will submit the final report by July 10 to contain a summary of information in quarterly reports.

Performance Indicator 1: *The contractor will participate in monthly telephone conferences or meetings with DAAS to discuss project progress, barriers, successes and outcomes.*

Acceptable Performance: The contractor will participate in monthly calls or meetings in a time and manner acceptable to DAAS.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance shall be determined solely at the discretion of DHS. One or more of the following remedies will be imposed for unacceptable performance:

- DHS will notify the contractor of unacceptable performance. A meeting between DHS and Contractor will take place within one week of the notification to discuss and develop an informal plan for change, acceptable to DHS.
- DHS will notify the contractor in writing of non-compliance with the program deliverable and performance indicators for that deliverable. Within ten working days of the notification of non-compliance, the contractor must submit and implement a corrective action plan that is acceptable to DHS. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by DHS.
- Payment may be withheld or reduced as determined by DHS.
- The contract may be terminated.

**ATTACHMENT D
STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

Outline Agreement # _____

CONTRACT #		FEDERAL I.D. OR SSN#	
VENDOR #		MOF # (If Applicable)	

1. PROCUREMENT:

Check appropriate box below for the method of procurement for this contract:

☐ ABA Criteria ☐ Request for Proposal ☐ Competitive Bid ☐ Request for Qualifications
☐ Intergovernmental ☐ Other ☐ Emergency

Sole Source by Law Act # _____ or Statute # _____

Sole Source (REQUIRES EXPLICIT JUSTIFICATION IN LETTER ADDRESSED TO THE DIRECTOR OF STATE PROCUREMENT)

2. DATES, PARTIES:

The term of this agreement shall begin on _____ and shall end on _____.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

AGENCY NUMBER/NAME		
AGENCY NUMBER/NAME		

CONTRACTOR NAME	
ADDRESS	

3. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ _____

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ _____

Total compensation inclusive of expense reimbursement \$ _____

Form OSP-1

Page 1 of 6

07/07/03

STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT

4. **SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. _____ to this agreement.

6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (if necessary, use attachments)

**STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

8. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

9. CERTIFICATION OF CONTRACTOR

A. "I, _____ (Contractor) _____ (Title)

certify under penalty of perjury, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, social security numbers, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	SOCIAL SECURITY NUMBER	RELATIONSHIP

STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT

- E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. NON-APPROPRIATION CLAUSE:

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

12. TERMS:

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until _____, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority. Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

**STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

13. **AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1000 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**

The Agency Representative coordinating the work of this contractor will be:

_____ (NAME)	_____ (TITLE)	_____ (TELEPHONE #)
Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number _____ to this agreement.		

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. **TYPE OF CONTRACT:** PROFESSIONAL CONSULTANT

17. **SIGNATURES**

CONTRACTOR	DATE	AGENCY DIRECTOR	DATE
------------	------	-----------------	------

TITLE

TITLE

ADDRESS

ADDRESS

APPROVED: _____
DEPARTMENT OF FINANCE AND ADMINISTRATION DATE

Contractor Point of Contact:

Name

Telephone Number

**STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

1. WERE THERE ANY PREVIOUS PURCHASE ORDERS WITH THIS CONTRACTOR? IF SO, PLEASE ATTACH COPIES TO CONTRACT?

2. WERE AGENCY EMPLOYEES OR OTHER STATE AGENCIES CONSIDERED FOR THESE SERVICES?
IF NOT, WHY?

3. QUALIFICATIONS OF INDIVIDUAL OR FIRM SELECTED:

4. SUMMARY OF SELECTION PROCEDURE: (SOLE SOURCE ADDRESSED SEPARATELY.)

5. OTHER CONTRACTORS SUBMITTING BID RESPONSE AND AMOUNT OF EACH BID

6. REASON(S) CONTRACTOR SELECTED:

7. NAME OF INDIVIDUAL AND ADDRESS WHERE APPROVED CONTRACT IS TO BE MAILED:

(NAME)

MAILING ADDRESS FOR RETURNED CONTRACT)

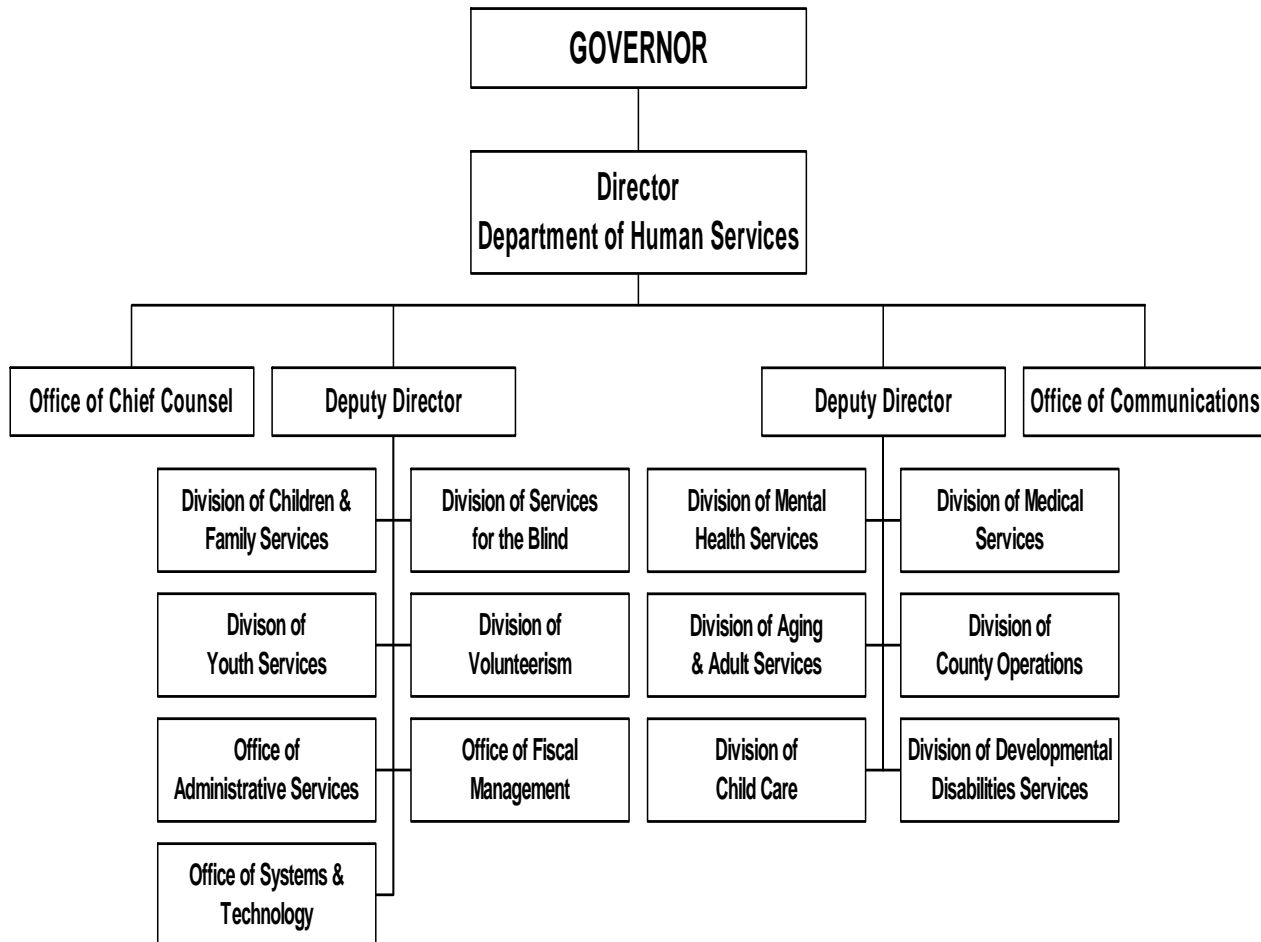
(TELEPHONE NUMBER)

(EMAIL)

ATTACHMENT E

DEPARTMENT OF HUMAN SERVICES ORGANIZATION

ARKANSAS DEPARTMENT OF HUMAN SERVICES



ATTACHMENT F

ORGANIZATION

Division Organizational Chart

